



1           4.       Equifax is without knowledge or information sufficient to form a belief as to the  
2 truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint.

3           5.       Equifax admits the allegations contained in Paragraph 5 of Plaintiff's Complaint.

4           6.       Equifax is without knowledge or information sufficient to form a belief as to the  
5 truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint.

6           7.       Equifax is without knowledge or information sufficient to form a belief as to the  
7 truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint.

8           8.       Equifax admits that there is a Capital One Bank inquiry on October 6, 2004 on  
9 Plaintiff's credit file. Equifax is without knowledge or information sufficient to form a belief as  
10 to the truth of the remaining allegations contained in Paragraph 8 of Plaintiff's Complaint.

11          9.       Equifax is without knowledge or information sufficient to form a belief as to the  
12 truth of the allegations contained in Paragraph 9 of Plaintiff's Complaint.

13          10.      Equifax denies the allegations contained in Paragraph 10 of Plaintiff's Complaint.

14          11.      Equifax is without knowledge or information sufficient to form a belief as to the  
15 truth of the allegations contained in Paragraph 11 of Plaintiff's Complaint.

16          12.      Equifax is without knowledge or information sufficient to form a belief as to the  
17 truth of the allegations contained in Paragraph 12 of Plaintiff's Complaint.

18          13.      Equifax admits the allegations contained in Paragraph 13 of Plaintiff's Complaint.

19          14.      Equifax admits that there was an account review inquiry on Plaintiff's credit file  
20 from Capital One on March 4, 2008. Equifax denies that each and every entry listed in the  
21 inquiry section of Plaintiff's credit file equates to a consumer report being issued and further  
22 denies the remaining allegations contained in Paragraph 14 of Plaintiff's Complaint.

23          15.      Equifax admits the first and second sentences contained in Paragraph 15 of  
24 Plaintiff's Complaint. Equifax denies the remaining allegations contained in Paragraph 15 of  
25 Plaintiff's Complaint.

26          16.      Equifax is without knowledge or information sufficient to form a belief as to the  
27 truth of the allegations contained in Paragraph 16 of Plaintiff's Complaint.

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1           17.     Equifax admits the first sentence of Paragraph 17 and that it provided Plaintiff  
2 with a copy of her credit report dated August 10, 2007. Equifax denies the remaining allegations  
3 contained in Paragraph 17 of Plaintiff's Complaint.

4                                   **FIRST CLAIM FOR RELIEF**

5                                   **(Against Equifax)**

6           18.     In response to Paragraph 18 of Plaintiff's Complaint, Equifax reasserts and  
7 realleges its responses and defenses as set forth above.

8           19.     Equifax denies the allegations contained in Paragraph 19 of Plaintiff's Complaint.

9           20.     Equifax denies the allegations contained in Paragraph 20 of Plaintiff's Complaint.

10          21.     Equifax denies that Plaintiff is entitled to attorney's fees.

11                                   **SECOND CLAIM FOR RELIEF**

12                                   **(Against Equifax)**

13                                   **(Willful Noncompliance with the FCRA)**

14          22.     In response to Paragraph 22 of Plaintiff's Complaint, Equifax reasserts and  
15 realleges its responses and defenses as set forth above.

16          23.     Equifax denies the allegations contained in Paragraph 23 of Plaintiff's Complaint.

17          24.     Equifax denies the allegations contained in Paragraph 24 of Plaintiff's Complaint.

18          25.     Equifax denies that Plaintiff is entitled to attorney's fees.

19                                   **THIRD CLAIM FOR RELIEF**

20                                   **(Against Trans Union)**

21          26.     In response to Paragraph 26 of Plaintiff's Complaint, Equifax reasserts and  
22 realleges its responses and defenses as set forth above.

23          27.     Equifax is without knowledge or information sufficient to form a belief as to the  
24 truth of the allegations contained in Paragraph 27 of Plaintiff's Complaint.

25          28.     Equifax is without knowledge or information sufficient to form a belief as to the  
26 truth of the allegations contained in Paragraph 28 of Plaintiff's Complaint.

27          29.     Equifax is without knowledge or information sufficient to form a belief as to the  
28 truth of the allegations contained in Paragraph 29 of Plaintiff's Complaint.

**FOURTH CLAIM FOR RELIEF**

**(Against Trans Union)**

**(Willful Noncompliance with the FCRA)**

30. In response to Paragraph 30 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

31. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of Plaintiff's Complaint.

32. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of Plaintiff's Complaint.

33. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of Plaintiff's Complaint.

**FIFTH CLAIM FOR RELIEF**

**(Against Experian)**

**(Negligent Noncompliance with the FCRA)**

34. In response to Paragraph 34 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

35. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 of Plaintiff's Complaint.

36. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of Plaintiff's Complaint.

37. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of Plaintiff's Complaint.

**SIXTH CLAIM FOR RELIEF**

**(Against Experian)**

**(Willful Noncompliance of the FCRA)**

38. In response to Paragraph 38 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

1           39.     Equifax is without knowledge or information sufficient to form a belief as to the  
2 truth of the allegations contained in Paragraph 39 of Plaintiff's Complaint.

3           40.     Equifax is without knowledge or information sufficient to form a belief as to the  
4 truth of the allegations contained in Paragraph 40 of Plaintiff's Complaint.

5           41.     Equifax is without knowledge or information sufficient to form a belief as to the  
6 truth of the allegations contained in Paragraph 41 of Plaintiff's Complaint.

7                           **SEVENTH CLAIM FOR RELIEF**

8                                   **(Against Capital One)**

9                                   **(Negligent Noncompliance with the FCRA)**

10           42.     In response to Paragraph 42 of Plaintiff's Complaint, Equifax reasserts and  
11 realleges its responses and defenses as set forth above.

12           43.     Equifax is without knowledge or information sufficient to form a belief as to the  
13 truth of the allegations contained in Paragraph 43 of Plaintiff's Complaint.

14           44.     Equifax is without knowledge or information sufficient to form a belief as to the  
15 truth of the allegations contained in Paragraph 44 of Plaintiff's Complaint.

16           45.     Equifax is without knowledge or information sufficient to form a belief as to the  
17 truth of the allegations contained in Paragraph 45 of Plaintiff's Complaint.

18                           **EIGHTH CLAIM FOR RELIEF**

19                                   **(Against Capital One)**

20                                   **(Willful Noncompliance with the FCRA)**

21           46.     In response to Paragraph 46 of Plaintiff's Complaint, Equifax reasserts and  
22 realleges its responses and defenses as set forth above.

23           47.     Equifax is without knowledge or information sufficient to form a belief as to the  
24 truth of the allegations contained in Paragraph 47 of Plaintiff's Complaint.

25           48.     Equifax is without knowledge or information sufficient to form a belief as to the  
26 truth of the allegations contained in Paragraph 48 of Plaintiff's Complaint.

27           49.     Equifax is without knowledge or information sufficient to form a belief as to the  
28 truth of the allegations contained in Paragraph 49 of Plaintiff's Complaint.

**PRAYER**

50. Equifax denies that Plaintiff is entitled to any of the relief set forth in her Prayer for Relief.

**DEFENSES**

Without assuming the burden of proof where it otherwise rests with Plaintiff, Equifax pleads the following defenses to the Complaint:

**FIRST DEFENSE**

51. Plaintiff's Complaint fails to state a claim against Equifax upon which relief can be granted.

**SECOND DEFENSE**

52. Plaintiff's claims are, or may be, barred by the applicable statute of limitations.

**THIRD DEFENSE**

53. Plaintiff's damages, if any, were not caused by Equifax, but by another person or entity for whom or for which Equifax is not responsible.

**FOURTH DEFENSE**

54. To the extent that plaintiff alleges that Equifax violated the FCRA or other similar statute, Equifax is entitled to, and asserts, each and every defense and limitation of liability provided by said acts.

**FIFTH DEFENSE**

55. Some, or all, of Plaintiff's claims are pre-empted by the Fair Credit Reporting Act, 15 U.S.C. §1681h(e).

**SIXTH DEFENSE**

56. Equifax maintained reasonable procedures to assure the maximum possible accuracy in its credit reports.

**SEVENTH DEFENSE**

58. The Complaint is barred by Plaintiff's failure to mitigate her damages, if any.

**EIGHTH DEFENSE**

59. Equifax's publication of information about Plaintiff, if any, was privileged and justified.

**NINTH DEFENSE**

60. Plaintiff's claim for punitive damages is barred by the provisions of 15 U.S.C. §1681n.

**TENTH DEFENSE**

61. Plaintiff's complaint seeks the imposition of punitive damages. Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: BMW v. Gore, 517 U.S. 559 (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001) and State Farm v. Campbell, 538 U.S. 408 (2003).

**ELEVENTH DEFENSE**

62. To the extent any allegations or counts sound in tort or negligence, Equifax asserts any and all defenses available to it under those bodies of law.

**TWELFTH DEFENSE**

63. Any allegation of the Complaint not expressly admitted is denied.

**THIRTEENTH DEFENSE**

64. Equifax reserves the right to have additional defenses that it learns of through the course of discovery.

**WHEREFORE**, this answering Defendant prays judgment as follows:

1. That Plaintiff takes nothing by reason of his Complaint on file herein, and that the same be dismissed;
2. For costs of suit and attorney's fees herein; and

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1           3.       For such other and further relief as the Court may deem just and  
2                   proper.

3                                   NOKES & QUINN

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5       Dated: August 26, 2008

/s/

THOMAS P. QUINN, JR.,  
Attorneys for Defendant EQUIFAX  
INFORMATION SERVICES, LLC

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8       Of Counsel:

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